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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RAPID RACK INDUSTRIES, INC., a
California corporation,

Plaintiff,

vs.

CHINA EXPORT & CREDIT CORP.,
a Chinese corporation; ZHEJIAN
JIAXING ZHONG DA GROUP CO.,
LTD., a Chinese corporation; DOES 1
through 10, inclusive,

Defendants.

Case No.: CV11-07785-BRO (MRW)

JUDGMENT ON JURY VERDICT

[Fed. R. Civ. P. 58]

AND RELATED COUNTERCLAIMS

1 This action came on regularly for trial on September 10, 2013 in Courtroom
 2 14 of the United States District Court, Central District, the Hon. Beverly Reid
 3 O'Connell, presiding, with Plaintiff Rapid Rack Industries, Inc. represented by
 4 counsel, Pircher, Nichols & Meeks, and Defendant Zhejian Jiaxing Zhongd Da
 5 Group Co., Ltd. Represented by counsel, Fox Rothschild LLP.

6 A jury of 8 persons was regularly impaneled and sworn. Witnesses were
 7 sworn and testified. After hearing the evidence and arguments of counsel, the jury
 8 was duly instructed by the Court and the cause was submitted to the jury. The jury
 9 deliberated and returned into the Court with its verdict as follows:

10 **Rapid Rack Industries, Inc.'s ("Rapid Rack") Claim for Breach of**
 11 **Contract Against Zhejian Jiaxing Zhong Da Group Co., Ltd**
 12 **("Zhongda"):**

13 _____ On Rapid Rack's claim for breach of contract, we find in favor
 14 of Rapid Rack and against Zhongda and award damages to
 15 Rapid Rack in the amount of \$ _____; or
 16 X On Rapid rack's Claim for breach of contract, we find in favor
 17 of Zhongda and against Rapid Rack.

18 **Zhongda's Claim for Breach of Contract Against Rapid Rack:**

19 X On Zhongda's claim for breach of contract, we find in favor of
 20 Zhongda and against Rapid Rack and award damages to
 21 Zhongda in the amount of \$3,398,000; or
 22 _____ On Zhongda's claim for breach of contract, we find in favor of
 23 Rapid Rack and against Zhongda.

24 In conformity with the Jury Verdict rendered on September 19, 2013
 25 following trial of the above-captioned action, and pursuant to the Order re Stay of
 26 All Claims Against China Export Credit Insurance Corporation ("CECIC") issued
 27 by this Court on September 12, 2012 (Docket No. 23) ("Order Re Stay"), Zhongda
 28 and CECIC are entitled to judgment against Rapid Rack.

1 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
2 DECREED that:

- 3 1. Plaintiff Rapid Rack takes nothing from Defendant Zhongda; and
- 4 2. A judgment in favor of Zhongda and CECIC jointly but not severely
5 against RapidRack shall be entered in the amount of \$3,398,000,
6 Zhongda is entitled to recover costs of suit. Zhongda shall file the
7 appropriate motion for costs and any prejudgment or postjudgment interest.
8 The Court reserves jurisdiction to determine cost and interest due Zhongda.

9 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, pursuant
10 to the Order re Stay:

- 11 3. Plaintiff Rapid Rack takes nothing from Defendant CECIC;
- 12 4. Plaintiff Rapid Rack's request for declaratory relief against CECIC is
13 denied; and
- 14 5. Pursuant to the stipulation of the parties, CECIC shall not be entitled
15 to any relief against Rapid Rack except as provided in paragraph 2,
16 above.

17 **IT IS SO ORDERED.**

18 Dated: October 8, 2013

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21 By: 

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23 HON. BEVERLY REID O'CONNELL
24 United States District Court Judge
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